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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

Marlaina Smith,

Plaintiff,

v.

Trans Union, LLC; Equifax Information  
Services, LLC; Experian Information  
Solutions, Inc.; JPMorgan Chase Bank,  
N.A.; Citibank, N. A.; Bank of America,  
N.A.; Maximus Education LLC dba  
Aidvantage; and Navient Solutions,  
LLC.

Defendants

Case No.: 2:22-cv-02041

**First Amended Complaint for  
Damages Pursuant to the Fair Credit  
Reporting Act, 15 U.S.C. §1681, et  
seq.**

**Jury Trial Demanded**

**Introduction**

1. The United States Congress has found the banking system is dependent up-on fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued functioning of the banking system. Congress enacted the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), to ensure fair and accurate re-reporting, promote efficiency in the

1 banking system, and protect consumer privacy. The FCRA seeks to ensure  
2 consumer reporting agencies exercise their grave responsibilities with fairness,  
3 impartiality, and a respect for the consumer's right to privacy because consumer  
4 reporting agencies have assumed such a vital role in assembling and evaluating  
5 consumer credit and other information on consumers. The FCRA also imposes  
6 duties on the sources that provide credit information to credit reporting agencies,  
called "furnishers."

- 7 2. The FCRA protects consumers through a tightly wound set of procedural  
8 protections from the material risk of harms that otherwise flow from inaccurate  
9 reporting. Thus, through the FCRA, Congress struck a balance between the credit  
10 industry's desire to base credit decisions on accurate information, and consumers'  
11 substantive right to protection from damage to reputation, shame, mortification,  
12 and the emotional distress that naturally follows from inaccurate reporting of a  
consumer's fidelity to his or her financial obligations.
- 13 3. Marlaina Smith ("Plaintiff"), by counsel, brings this action to challenge the  
14 actions of Trans Union, LLC ("Trans Union"); Equifax Information Services,  
15 LLC ("Equifax"); Experian Information Solutions, Inc. ("Experian"); JPMorgan  
16 Chase Bank, N.A. ("Chase"); Citibank, N. A. ("Citi"); Bank of America, N.A.  
17 ("BANA"); Maximus Education LLC dba Aidvantage ("Aidvantage"); and  
18 Navient Solutions, LLC ("Navient"); (jointly as "Defendants") with regard to  
19 erroneous reports of derogatory credit information to national reporting agencies  
and Defendants' failure to properly investigate Plaintiff's disputes.
- 20 4. Plaintiff makes these allegations on information and belief, with the exception of  
21 those allegations that pertain to Plaintiff, which Plaintiff alleges on personal  
22 knowledge.
- 23 5. While many violations are described below with specificity, this Complaint alleges  
24 violations of the statutes cited in their entirety.
6. Unless otherwise stated, all the conduct engaged in by Defendants took place in

1 Nevada.

2 7. Any violations by Defendants were knowing, willful, and intentional, and  
3 Defendants did not maintain procedures reasonably adapted to avoid any such  
4 violations.

5 8. Defendants failed to properly investigate Plaintiff's disputes, damaging Plaintiff's  
6 creditworthiness.

### 7 **Jurisdiction and Venue**

8 9. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331 (federal question  
9 jurisdiction); 15 U.S.C. § 1681.

10 10. This action arises out of Defendants' violations of the FCRA.

11 11. Venue is proper in the United States District Court for the District of Nevada  
12 pursuant to 28 U.S.C. § 1391(b) because Plaintiff is a resident of Clark County,  
13 Nevada and because Defendants are subject to personal jurisdiction in Clark  
14 County, Nevada as they conduct business here. Venue is also proper because the  
15 conduct giving rise to this action occurred in Nevada. 28 U.S.C. § 1391(b)(2).

### 16 **Parties**

17 12. Plaintiff is a natural person living in Clark County, Nevada. In addition, Plaintiff  
18 is a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

19 13. Defendants are each a corporation doing business in the State of Nevada.

20 14. Chase, Citi, BANA, Aidvantage, and Navient are furnishers of information as  
21 contemplated by 15 U.S.C. § 1681s-2(b) that regularly and in the ordinary course  
22 of business furnish information to a consumer credit reporting agency.

23 15. Trans Union, Equifax, and Experian regularly assemble and/or evaluate  
24 consumer credit information for the purpose of furnishing consumer reports to  
third parties and use interstate commerce to prepare and/or furnish the reports.  
These entities are "consumer reporting agencies" as that term is defined by 15  
U.S.C. §1681a(f).

16. Unless otherwise indicated, the use of Defendants' names in this Complaint

1 includes all agents, employees, officers, members, directors, heirs, successors,  
2 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of  
3 the named Defendants.

### 4 **General Allegations**

#### **Re: Bankruptcy Case No. 19-16017**

5 17. On or about September 19, 2019, Plaintiff filed for bankruptcy in the United  
6 States bankruptcy Court for the District of Nevada pursuant to 11 U.S.C. §1301  
7 et seq. (the “bankruptcy”).

8 18. The obligations to each creditor-furnisher herein (as applicable) were scheduled  
9 in the bankruptcy and each respective creditor, or its predecessor in interest,  
10 received notice of the bankruptcy.

11 19. None of the creditor-furnishers named herein filed any proceedings to declare  
12 their alleged debts “non-dischargeable” pursuant to 11 U.S.C. § 523 et seq.

13 20. No creditor-furnisher named herein obtained relief from the “automatic stay”  
14 codified at 11 U.S.C. §362 et seq. while Plaintiff’s bankruptcy was pending to  
15 pursue Plaintiff for any personal liability.

16 21. Further, while the automatic stay was in effect during the bankruptcy, it was  
17 illegal and inaccurate for any creditor-furnisher named herein to report any post-  
18 bankruptcy derogatory collection information, pursuant to the Orders entered by  
19 the bankruptcy Court.

20 22. The accounts named herein (as applicable) were discharged through the  
21 bankruptcy on December 24, 2019.

22 23. However, Defendants either reported or caused to be reported inaccurate  
23 information as discussed below after Plaintiff’s debts were discharged.

24 24. Additionally, Defendants’ inaccurate reporting did not comply with the  
Consumer Data Industry Association’s Metro 2 reporting standards, which  
provides guidance for credit reporting and FCRA compliance.

25. The Consumer Data Industry Association (“CDIA”) publishes the Metro 2

1 (“Metro 2”) reporting standards to assist furnishers with their compliance  
2 requirements under the FCRA.

3 26. Courts rely on such guidance to determine furnisher liability. *See, e.g., In re*  
4 *Helmes*, 336 B.R. 105, 107 (Bankr. E.D. Va. 2005) (finding that “industry  
5 standards require that a debt discharged in bankruptcy be reported to a credit  
6 reporting agency with the notation ‘Discharged in bankruptcy’ and with a zero  
balance due”).

7 27. On information and belief, Defendants adopted and at all times relevant  
8 implemented the Metro 2 format.

9 28. On information and belief, each furnisher named herein adopted the Metro 2  
10 reporting standards and at all times relevant implemented the Metro 2 format as  
11 an integral aspect of their respective duties under the FCRA to have in place  
adequate and reasonable policies and procedures to handle investigations of  
12 disputed information.

13 29. Each furnisher named herein failed to conform to the Metro 2 Format when  
14 reporting on Plaintiff’s accounts after Plaintiff filed bankruptcy as further set  
15 forth below.

16 30. In turn, each of the credit reporting agencies named herein, reported and re-  
17 reported the inaccurate information, thus violating their duty to follow  
18 reasonable procedures to assure maximum possible accuracy under 15 U.S.C. §  
1681e(b) when preparing a consumer report.

19 31. To this end, the adverse reporting on Plaintiff’s consumer report departed from  
20 the credit industry’s own reporting standards and was not only inaccurate, but  
also materially misleading under the CDIA’s standards as well.

21 32. A “materially misleading” statement is concerned with omissions to credit  
22 entries, that in context create misperceptions about otherwise may be factually  
23 accurate data. *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1163 (9th  
24 Cir. 2009).

**Trans Union and Navient Misreported Consumer Information  
and Failed to Investigate Plaintiff's Dispute**

**Re: Navient Account No. \*\*\*\*0520**

33. In Plaintiff's consumer report from Trans Union dated August 31, 2022, Trans Union and Navient inaccurately reported the account in past due status from May to December of 2020. This was inaccurate, misleading, and derogatory because the account was in deferment at that time. Additionally, the account was reporting as "Transferred; was 120 days past due date". This statement is inaccurate because Plaintiff performed all obligations required to Navient.
34. On September 22, 2022, Plaintiff disputed the inaccurate reporting pursuant to 15 U.S.C. § 1681i, by notifying Trans Union, in writing, of the inaccurate, misleading, and derogatory information.
35. Specifically, Plaintiff sent a letter, certified, return receipt, to Trans Union, requesting the above inaccurate information be updated, modified, or corrected.
36. Trans Union was required to conduct a reinvestigation into the disputed information on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681i.
37. Upon information and belief, Trans Union timely notified Navient regarding Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).
38. Upon information and belief, Trans Union provided Navient with a notice regarding Plaintiff's dispute under 15 U.S.C. § 1681i(a)(5)(A).
39. Upon information and belief, Trans Union provided all relevant information to Navient regarding Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).
40. On or around October 7, 2022, Plaintiff received notice that Trans Union and Navient investigated and reinvestigated Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(6).
41. A reasonable investigation by Trans Union and Navient would have determined that they were reporting the above disputed information inaccurately.
42. Trans Union and Navient failed to review all relevant information provided by

1 Plaintiff in Plaintiff's dispute, as required by and in violation of 15 U.S.C. § 1681i  
2 and 15 U.S.C. § 1681s-2(b), respectively.

3 43. Upon information and belief, Navient continued to report the inaccurate  
4 information.

5 44. In turn, Trans Union re-reported the inaccurate information, thus violating its  
6 duty to follow reasonable procedures to assure maximum possible accuracy under  
7 15 U.S.C. § 1681e(b) when preparing a consumer report.

8 45. Trans Union and Navient, upon receipt of Plaintiff's dispute, failed to conduct an  
9 investigation or reinvestigation with respect to the disputed information as  
10 required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

11 46. Due to Trans Union's and Navient's failure to reasonably investigate, they further  
12 failed to correct and update Plaintiff's information as required by 15 U.S.C. §  
13 1681i and 15 U.S.C. § 1681s-2(b), thereby causing continued reporting of  
14 inaccurate information in violation of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-  
15 2(b), respectively.

16 47. Trans Union's and Navient's continued inaccurate, misleading, and derogatory  
17 reporting was knowing and willful, in light of their knowledge of the actual error.  
18 Plaintiff is, accordingly, eligible for statutory damages.

19 48. Also as a result of Trans Union's and Navient's continued inaccurate, misleading,  
20 and derogatory reporting, Plaintiff has suffered actual damages, including  
21 without limitation, fear of credit denials, out-of-pocket expenses in challenging  
22 the inaccurate reporting, damage to Plaintiff's creditworthiness, and emotional  
23 distress.

24 49. By inaccurately reporting consumer information after notice and confirmation of  
their errors, Trans Union and Navient failed to take the appropriate measures as  
required under 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

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**Experian, Chase, and Aidvantage Misreported Consumer Information  
and Failed to Investigate Plaintiff's Dispute**

50. In Plaintiff's consumer report from Experian dated September 22, 2022, Experian and Chase inaccurately reported a balance of \$2,453 on Plaintiff's JPMCB Card Services account No. 6684\*\*\*\*. This was inaccurate, misleading, and derogatory because the account was discharged in Plaintiff's bankruptcy.

51. Additionally, Experian and Aidvantage inaccurately reported late payments from February to August of 2019 on the following accounts: Dept of ED/Aidvantage, Account No. 97540\*\*\*; Dept of ED/Aidvantage, Account No. 97540\*\*\*\*; Dept of ED/Aidvantage, Account No. 97540\*\*\*; Dept of ED/Aidvantage, Account No. 97540\*\*\*\*; Dept of ED/Aidvantage, Account No. 97540\*\*\*; Dept of ED/Aidvantage, Account No. 97540\*\*\*\*; Dept of ED/Aidvantage, Account No. 97540\*\*\*\*; Dept of ED/Aidvantage, Account No. 97540\*\*\*\*; Dept of ED/Aidvantage, Account No. 97540\*\*\*\*. This was inaccurate, misleading, and derogatory because these accounts were in deferment at that time.

52. Further, Experian reported a series of numerical codes relating to addresses that do not pertain to Plaintiff and two social security numbers that do not pertain to Plaintiff.

53. On July 21, 2022, Plaintiff disputed the inaccurate reporting pursuant to 15 U.S.C. § 1681i, by notifying Experian, in writing, of the inaccurate, misleading, and derogatory information.

54. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian, requesting the above inaccurate information be updated, modified, or corrected.

55. Experian was required to conduct a reinvestigation into the disputed information on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681i.

56. Upon information and belief, Experian timely notified Chase and Aidvantage regarding Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).

57. Upon information and belief, Experian provided Chase and Aidvantage with



1 notices regarding Plaintiff's dispute under 15 U.S.C. § 1681i(a)(5)(A).

2 58. Upon information and belief, Experian provided all relevant information to Chase  
3 and Aidvantage regarding Plaintiff's dispute, as required under 15 U.S.C. §  
4 1681i(a)(2).

5 59. However, Plaintiff never received any notification from Experian that Experian,  
6 Chase, and Aidvantage investigated and reinvestigated Plaintiff's dispute, as  
7 required under 15 U.S.C. § 1681i(a)(6).

8 60. A reasonable investigation by Experian, Chase, and Aidvantage would have  
9 determined that they were reporting the above disputed information inaccurately.

10 61. Experian, Chase, and Aidvantage failed to review all relevant information  
11 provided by Plaintiff in Plaintiff's dispute, as required by and in violation of 15  
12 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

13 62. Upon information and belief, Chase and Aidvantage continued to report the  
14 inaccurate information.

15 63. In turn, Experian re-reported the inaccurate information, thus violating its duty  
16 to follow reasonable procedures to assure maximum possible accuracy under 15  
17 U.S.C. § 1681e(b) when preparing a consumer report.

18 64. Experian, Chase, and Aidvantage, upon receipt of Plaintiff's dispute, failed to  
19 conduct an investigation or reinvestigation with respect to the disputed  
20 information as required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b),  
21 respectively.

22 65. Due to Experian, Chase, and Aidvantage's failure to reasonably investigate, they  
23 further failed to correct and update Plaintiff's information as required by 15  
24 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), thereby causing continued reporting  
of inaccurate information in violation of 15 U.S.C. § 1681i and 15 U.S.C. §  
1681s-2(b), respectively.

66. Experian, Chase, and Aidvantage's continued inaccurate, misleading, and  
derogatory reporting was knowing and willful, in light of their knowledge of the

actual error. Plaintiff is, accordingly, eligible for statutory damages.

67. Also as a result of Experian, Chase, and Aidvantage's continued inaccurate, misleading, and derogatory reporting, Plaintiff has suffered actual damages, including without limitation, fear of credit denials, out-of-pocket expenses in challenging the inaccurate reporting, damage to Plaintiff's creditworthiness, and emotional distress.

68. By inaccurately reporting consumer information after notice and confirmation of their errors, Experian, Chase, and DOE failed to take the appropriate measures as required under 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

**Equifax, Chase, Citi, BANA, Aidvantage, and Navient  
Misreported Consumer Information  
and Failed to Investigate Plaintiff's Dispute**

69. In Plaintiff's consumer report from Equifax dated August 31, 2022, Equifax and Citi inaccurately reported a balance of \$400 on account No. \*4358\*. This was inaccurate, misleading, and derogatory because the account was discharged in Plaintiff's bankruptcy.

70. Additionally, Equifax and Chase inaccurately reported a balance of \$2,453 on account No. \*0032\*. This was inaccurate, misleading, and derogatory because the account was discharged in Plaintiff's bankruptcy.

71. Additionally, Equifax and BANA inaccurately reported late payments on November and December of 2019 on account No. \*5462\*. This was inaccurate, misleading, and derogatory because Plaintiff was in an active bankruptcy during those months.

72. Additionally, Equifax and Navient inaccurately reported account No. \*0080\* in past due status with a late payment history from May to December of 2020. This was inaccurate, misleading, and derogatory because the account was in deferment at that time.

73. Lastly, Equifax and Aidvantage inaccurately reported late payments from

1 February to August of 2019 on the following accounts: Dept of ED/Aidvantage,  
2 Account No. \*0080\*; Dept of ED/Aidvantage, Account No. \*0080\*; Dept of  
3 ED/Aidvantage, Account No. \*0100\*; Dept of ED/Aidvantage, Account No.  
4 \*0100\*; Dept of ED/Aidvantage, Account No. \*0090\*; Dept of ED/Aidvantage,  
5 Account No. \*0090\*; Dept of ED/Aidvantage, Account No. \*0110\*; Dept of  
6 ED/Aidvantage, Account No. \*0110\*; Dept of ED/Aidvantage, Account No.  
7 \*0080\*. This was inaccurate, misleading, and derogatory because these accounts  
were in deferment at that time.

8 74. On September 22, 2022, Plaintiff disputed the inaccurate reporting pursuant to  
9 15 U.S.C. § 1681i, by notifying Equifax, in writing, of the inaccurate, misleading,  
and derogatory information.

10 75. Specifically, Plaintiff sent a letter, certified, return receipt, to Equifax, requesting  
11 the above inaccurate information be updated, modified, or corrected.

12 76. Equifax was required to conduct a reinvestigation into the disputed information  
13 on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681i.

14 77. Upon information and belief, Equifax timely notified Chase, Citi, BANA,  
15 Aidvantage, and Navient regarding Plaintiff's dispute, as required under 15  
U.S.C. § 1681i(a)(2).

16 78. Upon information and belief, Equifax provided Chase, Citi, BANA, Aidvantage,  
17 and Navient with notices regarding Plaintiff's dispute under 15 U.S.C. §  
18 1681i(a)(5)(A).

19 79. Upon information and belief, Equifax provided all relevant information to Chase,  
20 Citi, BANA, Aidvantage, and Navient regarding Plaintiff's dispute, as required  
under 15 U.S.C. § 1681i(a)(2).

21 80. However, Plaintiff never received any notification from Equifax that Equifax,  
22 Chase, Citi, BANA, Aidvantage, and Navient investigated and reinvestigated  
23 Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(6).

24 81. A reasonable investigation by Equifax, Chase, Citi, BANA, Aidvantage, and

Navient would have determined that they were reporting the above disputed information inaccurately.

82. Equifax, Chase, Citi, BANA, Aidvantage, and Navient failed to review all relevant information provided by Plaintiff in Plaintiff's dispute, as required by and in violation of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

83. Upon information and belief, Chase, Citi, BANA, Aidvantage, and Navient continued to report the inaccurate information.

84. In turn, Equifax re-reported the inaccurate information, thus violating its duty to follow reasonable procedures to assure maximum possible accuracy under 15 U.S.C. § 1681e(b) when preparing a consumer report.

85. Equifax, Chase, Citi, BANA, Aidvantage, and Navient, upon receipt of Plaintiff's dispute, failed to conduct an investigation or reinvestigation with respect to the disputed information as required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

86. Due to Equifax, Chase, Citi, BANA, Aidvantage, and Navient's failure to reasonably investigate, they further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

87. Equifax, Chase, Citi, BANA, Aidvantage, and Navient's continued inaccurate, misleading, and derogatory reporting was knowing and willful, in light of their knowledge of the actual error. Plaintiff is, accordingly, eligible for statutory damages.

88. Also as a result of Equifax, Chase, Citi, BANA, Aidvantage, and Navient's continued inaccurate, misleading, and derogatory reporting, Plaintiff has suffered actual damages, including without limitation, fear of credit denials, out-of-pocket expenses in challenging the inaccurate reporting, damage to Plaintiff's creditworthiness, and emotional distress.

89. By inaccurately reporting consumer information after notice and confirmation of their errors, Equifax, Chase, Citi, BANA, Aidvantage, and Navient's failed to take the appropriate measures as required under 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

### **Plaintiff's damages**

90. In addition to Plaintiff's creditworthiness being negatively impacted, Plaintiff suffered emotional distress and mental anguish as a result of Defendants' actions described herein. In addition, Plaintiff incurred out-of-pocket costs and time in attempts to dispute Defendants' actions. Plaintiff further suffered humiliation and embarrassment.

### **Violation Of The Fair Credit Reporting Act**

#### **15 U.S.C. § 1681**

91. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

92. Defendants' inaccurate reporting did not comply with the Consumer Data Industry Association's Metro 2 reporting standards, which provides guidance for credit reporting and FCRA compliance.

93. The Consumer Data Industry Association ("CDIA") publishes the Metro 2 ("Metro 2") reporting standards to assist furnishers with their compliance requirements under the FCRA.

94. Courts rely on such guidance to determine furnisher liability.

95. On information and belief, Defendants adopted and at all times relevant implemented the Metro 2 format.

96. On information and belief, each furnisher named herein adopted the Metro 2 reporting standards and at all times relevant implemented the Metro 2 format as an integral aspect of their respective duties under the FCRA to have in place adequate and reasonable policies and procedures to handle investigations of disputed information.

97. Each furnisher named herein failed to conform to the Metro 2 Format when reporting on Plaintiff's accounts set forth above.

98. In turn, each of the credit reporting agencies named herein, reported and re-reported the inaccurate information, thus violating their duty to follow reasonable procedures to assure maximum possible accuracy under 15 U.S.C. § 1681e(b) when preparing a consumer report.

99. To this end, the adverse reporting on Plaintiff's consumer report departed from the credit industry's own reporting standards and was not only inaccurate, but also materially misleading under the CDIA's standards as well.

100. A "materially misleading" statement is concerned with omissions to credit entries, that in context create misperceptions about otherwise may be factually accurate data. *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1163 (9th Cir. 2009).

101. The foregoing acts and omissions constitute numerous and multiple willful, reckless, or negligent violations of the FCRA, including but not limited to each and every one of the above-cited provisions of the FCRA, 15 U.S.C § 1681, et seq.

102. As a result of each and every willful violation of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(1); statutory damages pursuant to 15 U.S.C. § 1681n(a)(1); punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from Defendants.

103. As a result of each and every negligent noncompliance of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2) from Defendants.

### Prayer for relief

104. Plaintiff prays that judgment be entered against Defendants, and Plaintiff be

1 awarded damages from Defendants, as follows:

- 2 ● An award of actual damages pursuant to 15 U.S.C. § 1681n(a)(1);
- 3 ● An award of statutory damages pursuant to 15 U.S.C. § 1681n(a)(1);
- 4 ● An award of punitive damages as the Court may allow pursuant to 15 U.S.C.  
5 § 1681n(a)(2);
- 6 ● An award of costs of litigation and reasonable attorney's fees, pursuant to 15  
7 U.S.C. § 1681n(a)(3), and 15 U.S.C. § 1681(o)(a)(1); and
- 8 ● Any other relief that this Court deems just and proper.

9 **Jury Demand**

10 105. Pursuant to the Seventh Amendment to the Constitution of the United States of  
11 America, Plaintiff is entitled to, and demands, a trial by jury.

12 Dated: January 10, 2023.

13 Respectfully submitted,

14 **FREEDOM LAW FIRM**

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